

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

STUDIO JAMES BRAZIL LLC,	:	
	:	Case No. 1:24-cv-23256
<i>Plaintiff,</i>	:	
v.	:	
	:	COMPLAINT
	:	
RELATED URBAN CONSTRUCTION	:	
LLC,	:	
	:	
<i>Defendant.</i>	:	JURY TRIAL DEMANDED
	:	

Plaintiff Studio James Brazil LLC (“Plaintiff” or “Studio James Brazil”), by his attorneys Stemer, P.A. and Kushnirsky Gerber PLLC, for its complaint against Defendant Related Urban Construction LLC (“Defendant” or “Related Urban”), alleges as follows:

INTRODUCTION

1. Plaintiff brings this lawsuit to recover monetary damages incurred as a result of Defendant’s failure to pay Plaintiff for its work on numerous large projects that Defendant engaged Plaintiff to complete. Defendant is a multi-billion-dollar company that is refusing to pay an independent creative agency it hired for a range of projects.

2. Plaintiff also seeks to recover monetary damages for Defendant’s display of Plaintiff’s original copyrighted designs, for which Defendant neither compensated Plaintiff nor received any permission or license from Plaintiff to display.

3. Defendant is liable for breach of contract under Florida law and for copyright infringement in violation of the Copyright Act, 17 U.S.C., § 101 *et seq.*

PARTIES, JURISDICTION, AND VENUE

4. Defendant Related Urban is a limited liability company with its principal place of business at 2850 Tigertail Ave, Suite 800 Miami, FL 33133.

5. Plaintiff is a limited liability company with its principal place of business at 1733 NW 21St Terrace, Miami, FL 33142. Studio James Brazil is the sole owner of the copyright in the original designs at issue in this case (“Original Designs”) and has satisfied the requirements of 17 U.S.C. § 411(a) prior to filing this Complaint.

6. Mr. James Brazil is the founding principal of Studio James Brazil LLC.

7. The claims herein arise under the federal Copyright Act, 17 U.S.C., § 101 *et seq.*, and under Florida law.

8. The Court has subject matter jurisdiction pursuant to 17 U.S.C. § 501 and 28 U.S.C. §§ 1331 and 1338, and supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

9. The Court has personal jurisdiction over Defendant pursuant to Fla. Stat. §§ 48.193(2) in that Defendant regularly does business in this District, derives substantial revenue from goods used or services rendered in Florida, expects or reasonably should expect its conduct to have consequences in Florida, and derives revenue from interstate commerce. Defendant is subject to this Court’s personal jurisdiction because it is incorporated under Florida law, has its corporate headquarters in this District, and has regular and established places of business in this District.

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1400. Defendant operates its business in this District, can be found in this District, has established offices in this District, and is subject to personal jurisdiction here. Further, a substantial part of the events giving rise to the claims at issue in this action occurred in this District.

FACTUAL BACKGROUND

11. Plaintiff is an independent art and architecture design studio. Plaintiff designs high-profile award-winning interdisciplinary projects and spaces at the forefront of contemporary urban research, practice, and culture. Mr. Brazil is a highly sought after expert in his field, a visiting professor, invited critic, guest lecturer and research advisor at various institutions and organizations globally, including Florida International University and University Miami where he was the inaugural winner of the emerging practitioner teaching fellowship at the School of Architecture. With a portfolio of over 50 public art and architecture projects across the Americas, Australia, Africa, and Europe, Mr. Brazil has been sought out for his expertise to pioneer urban regeneration community-led pilot programs like the Medellin Innovation Festival in Colombia, marketplace food security in Ethiopia, and placemaking real estate programs in Miami. Alongside these projects, high caliber multinationals like IDEO and Estee Lauder as well as elite educators such as Institute for Advanced Architecture of Catalunya and MAST Academy, Mr. Brazil is sought after for being the co-founder of Barcelona's first makerspace MADE, and subsequently creating community-oriented fabrication spaces to support and build projects.

12. Defendant Related Urban is an affiliate of Related Companies, one of the largest real estate firms in the world. Related Urban is a general contracting and construction management firm that specializes in the construction and renovation of housing projects in urban areas.

13. Beginning in August 2021, Defendant engaged Plaintiff to work on a range of community-based projects to promote Defendant's new housing project in the Liberty City neighborhood of Miami, Florida ("Liberty City"). Despite Plaintiff's tireless work on these projects and completion of all requested deliverables, Defendant has failed to pay Plaintiff more than \$500,000 in connection with these projects and other claims and interest that have accrued

since 2021.

14. Plaintiff and Defendant had a valid, binding contract, consisting of a statement of work, invoices, emails, and oral communications. Defendant directed Plaintiff to proceed with the work and understood Plaintiff was performing the requested work. Plaintiff provided various services to Defendant in consideration of being paid. Defendant breached this contract by not paying Plaintiff as agreed.

15. Following the completion of work, starting in June 2022, Plaintiff communicated directly with employees of Related Urban in an effort to receive payment for all of the unpaid projects. These attempts were unsuccessful.

16. On June 16, 2023, Plaintiff, through undersigned counsel, sent Defendant a demand letter in an attempt to resolve this matter without litigation. These attempts were also unsuccessful. To date, Plaintiff has not received any payment from Defendant for the unpaid projects and Defendant continues to use and display Plaintiff's original content without permission or license.

17. The specific projects on which Plaintiff worked for Defendant are discussed separately below.

Liberty Roots Market Project

18. In August 2021, Defendant engaged Plaintiff and non-party Urban GreenWorks to design, build, and operate a new forward-looking farmer's market in Liberty City.

19. Plaintiff worked directly with Desiree Faulkner, Development Manager at Related Urban, and took direction from her.

20. Related Urban's employees Albert Milo, Jorge Sanz and Caroline Cozzi were also involved in this project and regularly communicated with Mr. Brazil.

21. Soon after work on the Liberty Roots Market Project began, Urban GreenWorks and its Executive Director Roger Horne were removed from the project.

22. Following several discussions between Plaintiff and Desiree Faulkner, Defendant Related Urban authorized Plaintiff to continue with the project.

23. For months thereafter, following regular instruction and direction from Defendant, Plaintiff continued working on the Liberty Roots Market Project, even addressing an expanded work scope and additional statements of work and contracts from Defendant.

24. Plaintiff regularly provided updates to Related Urban employees regarding the progress of its work via weekly emails, video calls, review submittals, and presentations.

25. Defendant fully authorized Plaintiff's work on this project and was fully aware that Plaintiff was diligently working on this project.

26. In connection with the Liberty Roots Market Project, Plaintiff submitted detailed time sheets to Defendant, as instructed.

27. Defendant paid Plaintiff's invoices until January 2022 when suddenly the payments ceased. At this time, Defendant informed Plaintiff that it wanted to implement a new contract for this project at some point in the future, but that Plaintiff should continue working under the original statement of work in the interim until the new contract was finalized and executed.

28. Defendant continued to work with Plaintiff on this project and continued to make work requests and changes to the project.

29. Plaintiff continued working on this project through June 2022 and provided all requested deliverables to Defendant with the expectation that Defendant would eventually cover the open invoices.

30. Copies of the unpaid Liberty Roots Market Project invoices and relevant time sheets are attached hereto as Exhibit A.

31. The total owed and outstanding on this project is currently \$130,955.45.

32. To date, Defendant continues to display the designs created by Plaintiff in connection with the Liberty Roots Market Project to promote Defendant's Liberty Square development. Images showing such continued infringing use are shown below.





33. Defendant has not paid for these designs, and Plaintiff has not made a copyright assignment or granted a license to Defendant to display them.

34. Plaintiff obtained federal copyright registration numbers VA0002395911, VA0002395898, VA0002395903, VA0002395906, VA0002394168, VA0002395904, VA0002395864, VA0002395895, and VA0002393578 for the Liberty Roots Market designs.

35. Defendant displayed and has continued to display these designs without permission or license from Plaintiff, thereby infringing Plaintiff's copyright in those designs.

Soul District Project

36. In October 2021, Defendant contracted with Plaintiff to work on its Soul District Project, an expansive community-driven art engagement and collaboration with Liberty City.

37. The Soul District Project was launched in advance of the Juneteenth holiday in tandem with the Liberty Roots Market Project to promote Defendant's new Liberty Square development in Liberty City.

38. Plaintiff worked directly with Desiree Faulkner, Development Manager at Related Urban, and took direction from her.

39. Defendant's employees Albert Milo, Jorge Sanz and Caroline Cozzi were also involved in this project and regularly communicated with Mr. Brazil.

40. Plaintiff continued working on this project through June 2022 and provided all requested deliverables to Defendant. Copies of the unpaid Soul District Project invoices and relevant time sheets are attached hereto as Exhibit B.

41. The total owed and outstanding on this project is currently \$37,220.83.

Vince Fraser x Studio James Brazil Monument

42. In November 2021, in connection with the other Liberty City projects discussed above, Defendant contracted with Plaintiff to design and create schematics and plans for a large Vince Fraser monument in Liberty City.

43. Plaintiff worked directly with Desiree Faulkner, Development Manager at Related Urban, and took direction from her.

44. Defendant's employees Albert Milo, Jorge Sanz and Caroline Cozzi were also involved in this project and regularly communicated with Mr. Brazil.

45. Plaintiff completed this project and submitted the requested designs to Defendant in March 2022.

46. To complete the project, Defendant required Plaintiff to pay Vince Fraser on Defendant's behalf.

47. Plaintiff paid Vince Fraser, at the request of Defendant, but Defendant has not reimbursed Plaintiff as promised and agreed.

48. Copies of the unpaid Vince Fraser x Studio James Brazil Monument project invoices and relevant time sheets are attached hereto as Exhibit C.

49. The total owed and outstanding on this project is currently \$6,717.08.

Soul of Miami Heritage Trail 2022-23 Local Support Grant

50. In June 2022, Related Urban asked Studio James Brazil to prepare a proposal for a grant application for the Local Support Grant for Miami Heritage Trail 2022-23.

51. Studio James Brazil worked directly with Defendant's employees Albert Milo, Caroline Cozzi, and Jacquette Colyer on this task.

52. Non-party Dr. James Bush was directly involved in this specific public funding program through his role as state representative and instructed Defendant to apply for the grant.

53. As Defendant requested, Plaintiff prepared the entire grant application and was promised the customary 20% of the potential future grant amount should the grant application be successful.

54. Upon information and belief, the full \$1.5 million grant was fully approved, funded, and conveyed to Defendant. As such, Plaintiff is entitled to a \$300,000 commission in connection with this grant. This amount remains unpaid.

FIRST CLAIM FOR RELIEF
BREACH OF CONTRACT – LIBERTY ROOTS MARKET PROJECT

55. Plaintiff and Defendant had a valid, binding contract for the Liberty Roots Market Project.

56. Plaintiff completed all deliverables for this project as of June 2022.

57. Defendant materially breached this contract by failing to pay Plaintiff for its work done on this project, despite the invoices and timesheets timely provided by Plaintiff.

58. Plaintiff has suffered damages as a result of Defendant's breach, in the amount of \$130,955.45 - the total owed and outstanding on this project. *See Exhibit A.*

SECOND CLAIM FOR RELIEF
BREACH OF CONTRACT – SOUL DISTRICT PROJECT

59. Plaintiff and Defendant had a valid, binding contract for the Soul District Project.

60. Plaintiff completed all deliverables for this project as of June 2022.

61. Defendant materially breached this contract by failing to pay Plaintiff for its work done on this project, despite the invoices and timesheets timely provided by Plaintiff.

62. Plaintiff has suffered damages as a result of Defendant's breach, in the amount of \$37,220.83 - the total owed and outstanding on this project. *See Exhibit B.*

THIRD CLAIM FOR RELIEF
BREACH OF CONTRACT – VINCE FRASER X STUDIO JAMES BRAZIL MONUMENT

63. Plaintiff and Defendant had a valid, binding contract for the Vince Fraser x Studio James Brazil Monument.

64. Plaintiff completed all deliverables for this project as of March 2022.

65. Defendant materially breached this contract by failing to pay Plaintiff for its work done on this project and failing to reimburse Plaintiff for its payments to Vince Fraser, despite the invoices and timesheets timely provided by Plaintiff.

66. Plaintiff has suffered damages as a result of Defendant's breach, in the amount of \$6,717.08 - the total owed and outstanding on this project. *See Exhibit C.*

FOURTH CLAIM FOR RELIEF
BREACH OF CONTRACT – SOUL OF MIAMI HERITAGE TRAIL 2022-23 LOCAL SUPPORT GRANT

67. Plaintiff and Defendant had a valid, binding contract for Plaintiff to prepare the Soul of Miami Heritage Trail 2022-23 Local Support Grant application in exchange for a 20% commission of the grant amount awarded.

68. Plaintiff prepared the grant application.

69. Upon information and belief, the full \$1.5 million grant was fully approved, funded, and conveyed to Defendant.

70. To date, Defendant has materially breached its contract with Plaintiff by failing to pay Plaintiff its 20% commission.

71. As a result of Defendant's breach, Plaintiff has suffered damages in the amount of \$300,000 – the promised 20% commission of the \$1.5 million grant.

FIFTH CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT - 17 U.S.C. § 501, et seq.

72. Plaintiff created various original designs in connection with the Liberty Roots Market Project to promote Defendant's Liberty Square development.

73. Plaintiff is the legal owner of all right, title, and interest in the original designs and is the legal owner of the copyright in those works.

74. Plaintiff received federal copyright registrations for the original designs.

75. As explained above, Defendant has not paid Plaintiff for its work creating these original designs.

76. Plaintiff never made any copyright assignment or granted any license to Defendant for the original designs.

77. Defendant has displayed and continues to display the original designs without the consent, permission, or authority from Plaintiff. Images showing such continued infringing use are shown below.





78. Defendant's conduct constitutes infringement of Plaintiff's copyright and exclusive rights in the Original Designs in violation of sections 106 and 501 of the Copyright Act.

79. Defendant's acts of infringement have been willful, intentional, purposeful, and in reckless disregard of and with indifference to the rights of Plaintiff.

80. As a result of Defendant's copyright infringement, Plaintiff is entitled to actual damages and Defendant's profits related to the infringement both in the United States and around the world, pursuant to 17 U.S.C. § 504.

81. Alternatively, Plaintiff is entitled to select an award of statutory damages, pursuant to 17 U.S.C. § 504.

WHEREFORE, Plaintiff Studio James Brazil demands judgment as follows:

1. Awarding Plaintiff \$130,955.45 in damages for Defendant's breach of contract related to the Liberty Roots Market Project;

2. Awarding Plaintiff \$37,220.83 in damages for Defendant's breach of contract related to the Soul District Project;
3. Awarding Plaintiff \$6,717.08 in damages for Defendant's breach of contract related to the Vince Fraser x Studio James Brazil Monument;
4. Awarding Plaintiff \$300,000 in damages for Defendant's breach of contract related to the Soul of Miami Heritage Trail 2022-23 Local Support Grant;
5. Awarding Plaintiff its actual damages in connection with Defendant's willful copyright infringement;
6. Awarding Plaintiff all of Defendant's disgorged profits from its infringing display of the Original Designs;
7. Granting an injunction that permanently restrains and enjoins Defendant from publicly displaying or otherwise using the Original Designs or any elements thereof;
8. Awarding Plaintiff interest, including prejudgment interest, on the foregoing sums; and
9. Awarding Plaintiff such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in this action of all issues so triable.

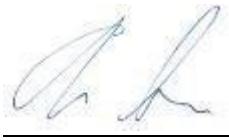
Dated: Arvada, Colorado
August 26, 2024

Respectfully Submitted,
STEMER, P.A.



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